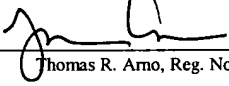




PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants	:	Gauthier, et al.	)	Group Art Unit 3744
Appl. No.	:	10/688,106	)	I hereby certify that this correspondence and all
Filed	:	October 17, 2003	)	marked attachments are being deposited with the
For	:	METHOD AND APPARATUS	)	United States Postal Service as first-class mail in
		FOR ENERGY RECOVERY IN	)	an envelope addressed to: Assistant
		AN ENVIRONMENTAL	)	Commissioner for Patents, P.O. Box 1450,
		CONTROL SYSTEM	)	Alexandria, VA. 222313, on
Examiner	:	Tanner, Harry B.	)	<u>6/30/05</u>
			)	(Date)
)	
			)	Thomas R. Arno, Reg. No. 40,490

TERMINAL DISCLAIMER

Assistant Commissioner for Patents
P.O. Box 1450
Washington, D.C. 20231

Dear Sir:

Pursuant to 37 C.F.R. 1.321(b) the undersigned attorney of record is empowered to act on behalf of the Assignee, Electric City Corporation ("Assignee").

In accordance with 37 C.F.R. § 3.73(b), Assignee represents that it is the owner by assignment of the entire right, title, and interest in the above-referenced application which claims priority from U.S. Patent Application No. 08/933,871 which issued as U.S. Patent 6,062,482, and also claims priority from U.S. Patent Application No. 09/351974 which issued as U.S. Patent No. 6,176,436, all by virtue of an assignment which was submitted for recordation by the Assignment Branch of the Patent and Trademark Office on June 22, 2005. A copy of the assignment is attached. The Assignee represents that, to the best of Assignee's knowledge and belief, title is in the Assignee seeking to take action.

07/07/2005 AKELECH1 00000041 10688106

01 FC:1814 130.00 OP
Disclaimer with respect to U.S. Patent No. 6,062,482

Assignee hereby disclaims the terminal part of any patent granted on the instant application which would extend beyond the expiration date of U.S. Patent No. 6,062,482.

Appl. No. : 10/688,106
Filed : October 17, 2003

Assignee hereby agrees that any patent so granted shall be enforceable only for and during such period that it and the above listed patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding on the grantee, its successors, or assigns.

Assignee does not disclaim any terminal part of any patent granted on the above-referenced application prior to the earlier of the expiration date of the full statutory term of U.S. Patent No 6,062,482 and that of any patent issuing on the above identified application in the event that either one later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to expiration of its statutory term, except for the separation of legal title stated above.

Disclaimer with respect to U.S. Patent No. 6,176,436

Assignee hereby disclaims the terminal part of any patent granted on the instant application which would extend beyond the expiration date of U.S. Patent No. 6,176,436.

Assignee hereby agrees that any patent so granted shall be enforceable only for and during such period that it and the above listed patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding on the grantee, its successors, or assigns.

Assignee does not disclaim any terminal part of any patent granted on the above-referenced application prior to the earlier of the expiration date of the full statutory term of U.S. Patent No. 6,176,436 and that of any patent issuing on the above identified application in the event that either one later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to expiration of its statutory term, except for the separation of legal title stated above.

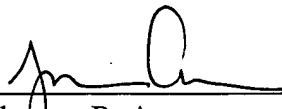
Applicants also note that the filing of a terminal disclaimer to obviate a rejection based on nonstatutory double patenting is not an admission of the propriety of the rejection. *Quad Environmental Technologies Corp. v. Union Sanitary District*, 946 F.2d 870 (Fed. Cir. 1991). The filing of a terminal disclaimer simply serves the statutory function of removing the rejection of double patenting and raises neither presumption nor estoppel on the merits of the rejection.

Appl. No. : 10/688,106
Filed : October 17, 2003

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: 6/30/05

By: 
Thomas R. Arno
Registration No. 40,490
Attorney of Record
2040 Main Street, 14th Floor
Irvine, CA 92614
(619) 235-8550

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Client Code: MPG.000GEN

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties) Pentech Energy Solutions, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? () Yes (X) No</p>	<p>2. Name and address of receiving party(ies): Name: Electric City Corporation Street Address: 1280 Landmeier Road City: Elk Grove State: IL ZIP: 60007-2410</p> <p>Additional name(s) of receiving party(ies) attached? () Yes (X) No</p>
<p>3. Nature of conveyance: (X) Assignment</p> <p>Execution Date: (List as in section 1 if multiple signatures) June 20, 2005</p>	<p>4. US or PCT Application number(s) or US Patent number(s): (X) Patent Application No.: 08/933,871 Filing Date: September 19, 1997 Patent No.: 6,062,482 Issue Date: May 16, 2000</p> <p>Additional numbers attached? (X) Yes () No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: MPG.000GEN</p>	<p>6. Total number of applications and patents involved: 6</p>
<p>7. Total fee (37 CFR 1.21(h)): \$240.00 (X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410 Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p><u>Thomas R. Arno</u> Name of Person Signing</p> <p><u>40,490</u> Registration No.</p> <p><u>[Signature]</u> Signature</p> <p><u>6/22/05</u> Date</p> <p>Total number of pages including cover sheet, attachments and document: 4</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director, U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
Facsimile Number: (703) 306-5995

Client Code: MPG.000GEN

ADDITIONAL APPLICATIONS/PATENTS TO BE RECORDED

Attorney Docket No.	Title	<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
MPG.001C1	METHOD AND APPARATUS FOR ENERGY RECOVERY IN AN ENVIRONMENTAL CONTROL SYSTEM	09/351,974	7/12/1999	6,176,436	1/23/2001
MPG.01C1C1	METHOD AND APPARATUS FOR ENERGY RECOVERY IN AN ENVIRONMENTAL CONTROL SYSTEM	09/746,213	12/22/2000	6,474,084	11/5/2002
MPG.1C1C1D	METHOD AND APPARATUS FOR ENERGY RECOVERY IN AN ENVIRONMENTAL CONTROL SYSTEM	10/268,070	10/7/2002	6,637,667	10/28/2003
MPG.1C1C1DC	METHOD AND APPARATUS FOR ENERGY RECOVERY IN AN ENVIRONMENTAL CONTROL SYSTEM	10/688,106	10/17/2003	N/A	N/A
MPG.002A	HVAC SYSTEM CONTROL INCORPORATING HUMIDITY AND CARBON MONOXIDE MEASUREMENT	08/934,147	9/19/1997	5,911,747	6/15/1999

ASSIGNMENT

WHEREAS, Pentech Energy Solutions, Inc., a Delaware corporation having offices at 6885 Flanders Drive, Ste. B, San Diego, CA 92121 (hereinafter "ASSIGNOR"), represents and warrants that it is the sole owner of the entire right, title, and interest to certain new and useful improvements for which ASSIGNOR has filed the following United States issued Letters Patents and applications for Letters Patents in the United States (hereinafter "the Patents and Patent Applications"):

Our Reference	Title	Application Number	Filing Date	Patent Number	Issue Date
MPG.001A	METHOD AND APPARATUS FOR ENERGY RECOVERY IN AN ENVIRONMENTAL CONTROL SYSTEM	08/933,871	9/19/1997	6,062,482	5/16/2000
MPG.001C1	METHOD AND APPARATUS FOR ENERGY RECOVERY IN AN ENVIRONMENTAL CONTROL SYSTEM	09/351,974	7/12/1999	6,176,436	1/23/2001
MPG.01C1C1	METHOD AND APPARATUS FOR ENERGY RECOVERY IN AN ENVIRONMENTAL CONTROL SYSTEM	09/746,213	12/22/2000	6,474,084	11/5/2002
MPG.1C1C1D	METHOD AND APPARATUS FOR ENERGY RECOVERY IN AN ENVIRONMENTAL CONTROL SYSTEM	10/268,070	10/7/2002	6,637,667	10/28/2003
MPG.1C1C1DC	METHOD AND APPARATUS FOR ENERGY RECOVERY IN AN ENVIRONMENTAL CONTROL SYSTEM	10/688,106	10/17/2003	N/A	N/A
MPG.002A	HVAC SYSTEM CONTROL INCORPORATING HUMIDITY AND CARBON MONOXIDE MEASUREMENT	08/934,147	9/19/1997	5,911,747	6/15/1999

WHEREAS, , Electric City Corporation, a Delaware corporation having offices at 1280 Landmeier Road, Elk Grove, IL 60007-2410 (hereinafter "ASSIGNEE") desires to purchase the entire right, title, and interest in and to the inventions disclosed in the Patents and Patent Applications;

NOW, THEREFORE, for other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, and the said Patents and Patent Applications and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patents and Patent Applications in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents for said improvements and all Letters Patents resulting from the Patents and Patent Applications to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Letters Patents before or after issuance;

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patents and Patent Applications immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the Patents and Patent Applications, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patents and Patent Applications in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 20th day of June, 2005.

PRESIDENT

Pentech Energy Solutions, Inc.

By: [Signature]

Name Printed: LEONARD PISANO

Title: PRESIDENT

Date: 6/20/05

STATE OF

} ss.

COUNTY OF

On 6/20/05, before me, DeAnn Peroutka, personally appeared Pentech Energy Solutions, Inc. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that executed the same in authorized capacity(ies), and that by signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

DeAnn Peroutka

Notary Signature

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